

Hammond's Moving, Inc. and H&H Transfer Company and General Teamsters Local Union No. 174, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. Case 19-CA-16254

23 April 1984

DECISION AND ORDER

BY CHAIRMAN DOTSON AND MEMBERS
HUNTER AND DENNIS

Upon a charge filed by the Union 28 October 1983, the General Counsel of the National Labor Relations Board issued a complaint 7 December 1983 against Hammond's Moving, Inc. and H&H Transfer Company, the Respondent, alleging that it has violated Section 8(a)(5) and (1) and Section 2(6) and (7) of the National Labor Relations Act. Although properly served copies of the charge and complaint, Hammond's Moving, Inc. and H&H Transfer Company have failed to file an answer.

On 9 February 1984 the General Counsel filed a Motion for Summary Judgment with attached exhibits. On 13 February 1984 the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. Hammond's Moving, Inc. and H&H Transfer Company filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Summary Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in the complaint shall be deemed admitted if an answer is not filed within 10 days from service of the complaint, unless good cause is shown. The complaint states that, unless an answer is filed within 10 days of service, "all the allegations in the complaint shall be deemed to be admitted to be true and shall be so found by the Board." Further, the undisputed allegations in the Motion for Summary Judgment disclose that on 14 December 1983, following service of the complaint, Pam Hammond, wife of the Respondent's owner William Hammond, who had power of attorney for her husband regarding the two Companies involved, informed the General Counsel that her husband had been hospitalized and that she was considering retaining an attorney to handle this matter. The General Counsel then informed her that the date for filing an answer had been extended until after 1 January 1984. On 16 December 1983, an attorney retained by the Respondent contacted the General Counsel and was

told that the time for date of filing had been extended until after 1 January 1984. By letter dated 5 January 1984 counsel for the General Counsel informed the Respondent's attorney that unless an answer was filed by 16 January 1984 she would move for summary judgment. In a telephone conversation of 9 January 1984 the Respondent's attorney informed the General Counsel that he no longer represented the Respondent. By letter dated 9 January 1984 counsel for the General Counsel informed the Respondent of these telephone conversations and advised the Respondent that, unless an answer was filed by 16 January, she would move for summary judgment. On 17 and 18 January the General Counsel attempted, without success, to contact the Respondent by telephone. By letter dated 20 January 1984 counsel for the General Counsel informed the Respondent of all conversations and correspondence noted above and informed the Respondent that unless an answer was filed by 27 January 1984 she would move for summary judgment. The Respondent has failed to answer any telephone calls or letters and has filed neither an answer nor a request for extension of time.

In the absence of good cause being shown for the failure to file a timely answer or request for extension of time, we grant the General Counsel's Motion for Summary Judgment.¹

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

Hammond's Moving, Inc., a Washington corporation engaged in the business of providing computer moving services, and H&H Transfer Company, a sole proprietorship engaged in the business of providing furniture moving, herein called the Respondent, are located at 609 Industry Drive, Tukwila, Washington, and constitute a single integrated business enterprise and single employer within the meaning of the Act.² The Respondent, during the 12 months preceding issuance of the complaint, a representative period, in the course and conduct of its business has had gross sales of goods and serv-

¹ In granting the General Counsel's Motion for Summary Judgment, Member Hunter relies on the failure of the Respondent to contest or respond to the factual allegations or legal conclusions of the complaint.

² At all times material herein Hammond's Moving, Inc. and H&H Transfer Company have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy affecting employees of these operations; have shared common premises and facilities; have provided services to and exchanged personnel with each other; and have held themselves out to the public as a single integrated business enterprise.

ices valued in excess of \$500,000 and has sold and shipped goods or provided services from its facilities within the State of Washington to customers outside the State, or sold and shipped goods or provided services to customers within the State, including the Boeing Company, which customers were themselves engaged in interstate commerce by other than indirect means, of a total value of in excess of \$50,000.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Unit*

The following employees of the Respondent constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees employed in warehouse, loading, unloading, driving, packing, crating or helping work in household goods moving and storage, except non-Local 174 road or line drivers, in the Respondent's operations in King County, Washington; excluding office clerical employees, guards, and supervisors as defined in the Act.

At all times material herein the Union has been the designated exclusive bargaining representative of the unit and has been recognized as such by the Respondent. Such recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective 1 October 1982 to 30 September 1985.

B. *Request for Information and the Respondent's Refusal to Furnish It*

Since on or about 30 September 1983 the Union, by letter, has requested the Respondent to furnish the Union with a copy of all payroll and personnel records of employees of H&H Transfer Company which is necessary for, and relevant to, the Union's performance of its functions as the exclusive bargaining representative of the unit. Since on or about 17 October 1983 the Respondent has failed and refused to furnish the information requested.

Accordingly, we find that the Respondent has refused to furnish the Union with information relating to employment conditions and wages of the employees in the appropriate unit and by this refusal the Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

CONCLUSIONS OF LAW

1. By failing and refusing to furnish the Union with copies of payroll and personnel records of employees of H&H Transfer Company requested

by the Union in its letter of 30 September 1983, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Accordingly, we shall require it to provide the Union on request with a copy of the payroll and personnel records of employees of H&H Transfer Company, as requested by its letter of 30 September 1983.

ORDER

The National Labor Relations Board orders that the Respondent, Hammond's Moving, Inc. and H&H Transfer Company, Tukwila, Washington, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with the Union by refusing and failing to provide a copy of payroll and personnel records of employees of H&H Transfer Company as requested by the Union by its letter of 30 September 1983.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request provide the Union with copies of payroll and personnel records of employees of H&H Transfer Company as requested by its letter of 30 September 1983.

(b) Post at its facility in Tukwila, Washington, copies of the attached notice marked "Appendix."³ Copies of the notice, on forms provided by the Regional Director for Region 19, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

³ If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT refuse to bargain collectively with the Union by failing or refusing to provide it with

copies of payroll and personnel records of employees of H&H Transfer Company as requested in its letter of 30 September 1983.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain collectively with the Union by providing it with copies of payroll and personnel records of employees of H&H Transfer Company as requested in its letter of 30 September 1983.

HAMMOND'S MOVING, INC. AND
H&H TRANSFER COMPANY